



Crown  
Commercial  
Service

# CALL-OFF CONTRACT

Cyber Security Services 2 RM3764ii

PART A Order Form , Specific Terms and

PART B Schedules

PART C RM3764ii Standard (non-variable)Terms

*(held online)*

Buyer Ref:	CCSO19A66
Date sent to supplier:	28/10/2019

## This agreement is between:

### the “Buyer”

Crown Commercial Service |  
REDACTED

### the “Supplier”

BSI Cybersecurity and Information Resilience UK Ltd |  
REDACTED

Together the “Parties”

## Service delivery contact details:

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<b>Buyer:</b>	<b>Name:</b>	REDACTED
	<b>Title:</b>	REDACTED
	<b>Email:</b>	
	<b>Telephone:</b>	
<b>Supplier:</b>	<b>Name:</b>	
	<b>Title:</b>	
	<b>Email:</b>	
	<b>Telephone:</b>	

# PART A – ORDER FORM

This Order Form is issued in accordance with the Framework Agreement Cyber Security Services 2- RM3764ii and the Buyers mini competition tender.

The Contract is made up of:

- **Part A** – The Order Form (an overview of the services to be provided throughout the lifetime of the agreement) and the Specific Terms (which are specific to this Contract)
- **Part B** – Schedules (the Buyers requirements, the winning suppliers bid and the agreed work to be carried out) and;
- **Part C** – Standard RM3764ii Call-Off Terms and Conditions (which are non-variable)

The Supplier agrees to supply cyber security services specified below on and subject to the terms of this Contract.

The Buyer will complete the Order Form prior to the Contract award.

## Call-Off Contract term:

1. **Commencement Date:** [28/10/2019 ]

2. **Length of Contract:** The Contract period will commence on 1<sup>st</sup> November 2019 and will end on 20<sup>th</sup> March 2020.

## Contract Charges and payment

3. **The method of payment for the Contract Charges (GPC or BACS):** [BACS ]

### 4. Invoice details

4.1. Where and how to send invoices [REDACTED ]

4.2. Who to send invoices to:

[Crown Commercial Service ]

**5. Contract Charges**

[The Maximum Contract value shall not exceed £20,670.00. ]

## Buyer contractual requirements:

6. **Services required: \*** For the supply of IT health Check testing part of project ref: [CCSO19A66]  
Please note extent of the services exclude hardware devices and/or software products
7. **Delivery Location(s)/Premises:** [The Services shall be delivered either at Crown Commercial Service, **REDACTED** or from the Suppliers premises. Travel may be required to any CCS offices to facilitate necessary meetings in the completion of the services and any expenses shall be limited to the Authority's standard rate.  
  
Remote working and conferencing tools should be used where possible to maximize productivity and keep costs to a minimum. ]
8. **Relevant convictions:** [Not Applicable. ]
9. **Staff Vetting and Security Clearance:** [The Supplier will be an NCSC approved tester who is part of the CHECK scheme and has relevant experience for the scope of the testing. ]
10. **Local health and safety procedures:** [Not Applicable. ]
11. **Non-Disclosure requirements:** [Not Applicable]
- All material associated with the test shall be securely disposed of at the end of the contract. ]
12. **Exit Planning:** [Please refer to RM3764ii Call-Off Terms and Conditions and RM3764ii Framework Terms and Conditions. ]
13. **Security Requirements:** [The Supplier will be an NCSC approved tester who is part of the CHECK scheme and has relevant experience for the scope of the testing

(including details of Security Policy and any additional Buyer security requirements) \*\*

Please refer to RM3764ii Call-Off Terms and Conditions and RM3764ii Framework Terms and Conditions. |

**14. Protection of Buyer Data:**

|Not Applicable. |

**15. Standards:**

|**CESG Cyber Security Consultancy Standard** |

**16. Business Continuity and Disaster Recovery:**

|Please refer to RM3764ii Call-Off Terms and Conditions and RM3764ii Framework Terms and Conditions. |

**17. Insurance:**

|As per Clause 16 of the [framework agreement RM3764ii](#) **REDACTED** |

### Additional and/or alternative clauses:

This section allows the Buyer to add supplemental requirements and additional terms to the Contract. These must be completed before the requirements are published.

**18. Supplemental requirements in addition to the Call-Off Terms**

|Not Applicable.

**19. Buyer Specific Amendments to the Call-Off Terms**

The table below lists the editable terms from the [RM3764ii Standard Call-Off Terms](#).

The number of days, value or other elements of these terms may be increased to suit the Buyer's needs. They may not be decreased. When amending these terms, the Buyer must state whether it has been increased or not.

**REDACTED**

**Further information:**

**\*\* Security Requirements Note:**

If the Buyer requires work to be carried out at the OFFICIAL-Sensitive status or above, the Parties agree to complete a Security Aspect Letter to accompany the contract award.

The Buyer may choose to issue a specific Security Aspects Letter to determine the security of the work undertaken.

**REDACTED**

**Winning Supplier's information:**

- |   |   |
|---|---|
| <b>20. Suppliers commercially sensitive information</b> | [Winning supplier to confirm any commercially sensitive information from their bid. ] |
| <b>21. Key Sub-Contractors</b>                          | [ Please not that sub-contracting will not apply ]                                    |
| <b>22. Contract Charges</b>                             | <b>REDACTED</b>   |

## Acknowledgment:

- By signing and returning this Call-Off Contract the Supplier agrees to enter into agreement to supply Cyber Security Services to the Buyer as described in Cyber Security Services 2 RM3764ii.
- The Parties acknowledge and agree that they have read the Call-Off Contract and RM3764ii Standard Call-Off Terms and by signing below, agree to be bound by this Contract.
- The Parties acknowledge and agree that this Contract shall be formed when the Buyer acknowledges the receipt of the signed copy from the Supplier within two (2) Working Days. Ref: [RM3764ii Call-Off Procedure](#))
- The Contract outlines the deliverables and expectations of the Parties. Order Form outlines any terms and conditions amended within the Call-Off Contract. The terms and conditions of the Call-Off Order Form will supersede those of [RM3764ii Standard Terms](#).

**SIGNED:**

**REDACTED**

# PART B – THE SCHEDULES

## SCHEDULE 1 – SERVICES NEEDED

REDACTED

## SCHEDULE 4 – NON-DISCLOSURE AGREEMENT

Please refer to RM3764ii Call-Off Terms and Conditions and RM3764ii Framework Terms and Conditions.

REDACTED

## SCHEDULE 4 – STATEMENT OF WORK (SoW)

REDACTED

### Additional Requirements

REDACTED

## Balanced scorecard & KPIS:

**REDACTED**

## Contract Charges:

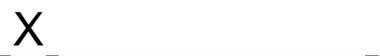
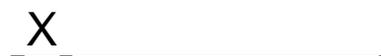
**REDACTED**

## Agreement of SoW:

By signing this SoW, the Parties agree to be bound by the RM3764ii Call-Off Contract terms and conditions set out herein:

**Signed by an authorised signatory for and on behalf of the Buyer and the Supplier**

**SIGNED:**

	<b>Supplier:</b>	<b>Buyer:</b>
Name:	[ ]	[ ]
Title:	[ ]	[ ]
Signature:	<div style="text-align: center;">  </div> Select date	<div style="text-align: center;">  </div> Select Data

## SCHEDULE 6 - CONTRACT CHANGE NOTE – NOT USED

Call-Off Contract reference:

Contract Change note variation number:

**This amendment to the agreement is between:**

**the “Buyer”**

[REDACTED]  
Buyer Full Address

**the “Supplier”**

[REDACTED ]  
[Supplier No. ]  
[Supplier Full Address ](registered office address)

**The variation:**

The Contract is varied as follows and shall take effect on the date signed by both Parties:

**Full Details of the proposed change:**

[Insert ]

**Reason for the change:**

[Insert ]

**Likely impact, if any, of the change on other aspects of the Contract:**

[Insert ]

Words and expressions in this Contract Change Note shall have the meanings given to them in the Contract.

The Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

**Signed by an authorised signatory for and on behalf of the Buyer and the Supplier**

**REDACTED**

## PART C – RM3764ii Standard Terms

The standard terms and conditions of the RM3764ii Call-Off Contract have been developed specifically for government/public sector.

These terms are non-variable and can be found on the CCS website:

<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3764ii>